

**DRAFT**  
**AMBULANCE SERVICE AGREEMENT**

By and between

LEON COUNTY, FLORIDA

and

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## **AMBULANCE SERVICE AGREEMENT**

This Agreement for Advanced Life Support and Ambulance Services made this October 1, 2003, between Tallahassee Memorial Healthcare, Inc., with its principle place of business at 1300 Miccosukee Road, Tallahassee Florida 32308 ("**Contractor**"), and Leon County, Florida, a charter county government, providing emergency medical services within the geographic boundaries of Leon County, Florida ("**County**").

### **ARTICLE I THE AGREEMENT**

#### **SECTION 101. PURPOSE**

The purpose of this Agreement is to define the obligations and responsibilities of the parties hereto, with respect to the provision of Advanced Life Support (hereinafter ALS) and ambulance transport services in Leon County.

#### **SECTION 102. COOPERATION**

The parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

#### **SECTION 103. DOCUMENT**

This Agreement constitutes the entire ALS and Ambulance Transport Service Agreement between the parties with respect to the provision of ALS and ambulance transport services, shall supersede any prior agreement, contract or memorandum of understanding between the parties regarding such services and the parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations to the parties. Whenever the word "Agreement" is used within this document, it refers to the entire Ambulance Service Agreement and all modifications.

## ARTICLE II DEFINITIONS

### SECTION 201. WORDS AND TERMS

**ALS First Responder.** Any vehicle not normally used for purposes of patient transport, and which must meet the following requirements: 1) be staffed with a minimum of an EMT and paramedic; 2) meet the minimum ALS requirements as required by the State of Florida, Department of Health, Bureau of Emergency Medical Services; and 3) equipped with the required communications and/or Automatic Vehicle Locator.

**Advanced Life Support (ALS).** Means the treatment of life-threatening medical emergencies by authorized emergency medical technician-paramedics under medical control, pursuant to the laws of the County and State, or the provision of such treatment by other qualified and licensed medical or nursing personnel.

**Agreement Date.** The last date on which both parties sign and execute the Agreement.

**Ambulance.** Any vehicle permitted by the Department of Health, Bureau of Emergency Medical Services which is equipped to provide advanced or basic life support, which is designed, constructed, maintained, equipped, or operated for, and is used for or intended to be used for the transportation of patients.

**Applicable Law.** Any law, statute, rule, regulation, requirement, decision, opinion, judgment, or order of any federal, state, or local governmental entity, including courts, which is or may become applicable to the Agreement, operations, the Contractor, or the County.

**Arrival at Incident Location.** Means the time an ALS ambulance crew or ALS first responder notifies the dispatch center that the ambulance has arrived at its parking position at the scene of an incident. If an ambulance unit fails to report that it has arrived at the incident location prior to the crew departing the unit, the response time clock shall not be stopped until the time of the next communication between the ambulance and the dispatch system.

**Basic Life Support (BLS).** Means the treatment of life-threatening medical emergencies by an emergency medical technician or other qualified and licensed medical and nursing

personnel qualified through the use of such techniques as patient assessment basic cardiopulmonary resuscitation, splinting, obstetrical assistance, bandaging, administration of oxygen, application of pneumatic anti-shock trousers, and other techniques described in the Basic Emergency Medical Technician curriculum pursuant to the laws of the State of Florida.

**Contractor.** Means Tallahassee Memorial HealthCare, Inc., including the Contractor's successors and assigns.

**County.** Leon County, Florida, a geographic and political subdivision of the State of Florida, and governed by a charter form of government.

**Dedicated Special Events Coverage.** Means the posting of a paramedic ambulance at a location of a special event within Leon County. A unit so assigned shall not depart the scene of the event for any reason except to transport a patient in need of immediate transport to a medical facility, in which case another unit shall be immediately dispatched to resume coverage of the special event.

**Demised Persons.** Any person who is determined to be deceased by an EMT and/or Paramedic employee of the Contractor, the Medical Examiner for Leon County, or other qualified medical personnel.

**911 System.** Leon County's Emergency Communications Division (LCEMD) of the Leon County Sheriff's Office which receives all requests for emergency medical services, fire service, and law enforcement.

**EMS.** Means Emergency Medical and Transport Services.

**EMS Coordinator.** An employee of Leon County who is designated by the Leon County Administrator as the EMS Coordinator.

**EMT.** Means Emergency Medical Technician.

**Emergency Request.** A request for emergency services received at E-911 or a request for emergency services transferred from the E-911 System to the Contractor.

**Emergency Services.** The delivery of emergency medical services, including without limitation the response to calls for emergency medical assistance, the rendering of such levels of medical services as are required by applicable law, including emergency medical treatment rendered by employees of the Contractor who are trained as EMTs and paramedics as described in the Section 125.01(1)(e) Florida Statutes and Chapter 64E-2, Florida Administrative Code.

**Emergency Transport.** Is the transport of a patient resulting from (1) a response to an emergency request, or (2) a response to a non-emergency request which results in a need for emergency transport services.

**Force Majeure.** Any change in applicable law or any other act, failure or refusal to act, or an event, occurrence or condition, or any combination of the foregoing, which causes performance of the Agreement to be impossible or economically unreasonable; such act, failure or refusal to act, event, occurrence or condition may include an act of God, or terrorism. However, force majeure shall not include an act, failure or refusal to act, event, occurrence or condition which, either in whole or in part:

- a. Is the result of a labor strike, stoppage, slowdown or other labor related problem caused by employees either of the Contractor or an affiliate; or
- b. Is the result of a change in the federal revenue income tax laws; or
- c. Is or was reasonably within the control of, reasonably could have been permitted by, or was caused by the negligence, misfeasance or malfeasance of the party claiming force majeure.

**Material Breach of the Agreement.** A material failure or refusal by either party to perform its respective duties and obligations required by the Agreement and applicable law, which causes substantial harm to the non-breaching party and, with respect to breaches by Leon County, any failure to pay as required by this Agreement, which is deemed material under applicable law.

**Medical Director.** A physician who takes responsibility for the clinical performance of the Contractor for the Leon County EMS operations. The medical director will be a licensed

physician in the State of Florida and Board certified in Emergency Medicine by the American College of Emergency Physicians.

**Modification.** A written amendment to the Agreement, executed by the Contractor and Leon County.

**Non-Emergency Transports.** Requested medical transports of patient(s), or unscheduled transports, not meeting the definition of emergency transport of patient(s).

**Ordinance.** Ordinance of Leon County, Florida, Chapter 8, Article III of Leon County Code of Laws.

**Paramedic.** A person who is certified by the State of Florida, Department of Health, Bureau of Emergency Medical Services to perform basic and advanced life support procedures.

**Party.** The Contractor or the County.

**Patient.** An individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

**Response.** Means the act of responding to an emergency or a non-emergency request, which begins with the dispatching of an ambulance and, (1) in the case of a request resulting in a patient being transported, ends with the ambulance's arrival at the incident location, or (2) in the case of a request which does not result in a patient transported, ends with cancellation of the ambulance responding to the request.

**Response Time.** That period of time when the Contractor is notified of a pending emergency request, has obtained sufficient information to determine nature of call, until the arrival at the incident location.

**State.** Means the State of Florida.

## **SECTION 202. TERMS GENERALLY**

The terms "include", "includes", or "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation". When words or terms are used in the Agreement, they are to be interpreted or construed, first, as expressly defined in the Agreement; and secondly, if not expressly defined, according to any generally accepted technical meaning in the emergency medical services industry; and thirdly, if there is no generally accepted technical meaning, according to their common and customary usage.

## **SECTION 203. MODIFICATION**

The Agreement may be amended only by a modification. The County and the Contractor expressly agree that any oral communication, later course of conduct, or other attempt to change the Agreement other than by a modification shall not be binding or enforceable

## **ARTICLE III TERM**

### **SECTION 301. TERM OF AGREEMENT**

This Agreement shall commence at 12:00 A. M. on October 1, 2003, and shall terminate at 12:00 P. M. (Midnight) December 31, 2003.

## **ARTICLE IV DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

### **SECTION 401. GENERAL DUTY**

Beginning October 1, 2003, at 12:00 A.M. and continuing for the term of the Agreement, the Contractor shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Contractor by the Leon County Emergency Communications Division (LCEMD) of the Leon County Sheriff's Office and/or Tallahassee Police Department.

The Contractor is to have a communications center staffed by State of Florida, Department of

Health, Bureau of Emergency Medical Services certified Emergency Medical Technicians and Paramedics. The Communications center shall be staffed twenty-four (24) hours per day and seven (7) days per week. The Contractor is to be responsible for all associated expenses of the Communications center and provide for a CAD dispatch system.

The Contractor shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Department of Health, Bureau of Emergency Medical Services Rules and Regulations for conducting services described herein.

The Agreement shall make available to all persons within the County, emergency services (as defined herein) to be provided by the Contractor pursuant to this Agreement.

The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the County Administrator or designee when there is reason to believe a life threatening public emergency presently exists in the County and/or a dedicated special event.

Subject to the Contractor's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the County Administrator. The Contractor shall permit other observers to accompany ambulances at the request and designation of the County Administrator. The Contractor's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, and conduct codes.

The Contractor shall comply with all Leon County Emergency Plans, or successor plans adopted and approved by the EMS Coordinator and the Leon County Emergency Management Division whenever the provisions or such plan or plans are in effect. The Contractor further agrees to participate in at least two (2) community disaster drills per calendar year, as directed by the EMS Coordinator and the Leon County Emergency Management Division.

The Contractor may not offer incentives, by way of additional salaries or wages, or



compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

#### **SECTION 402. TRANSPORT**

The Contractor shall provide emergency services from the scene to the appropriate health facility as per medical protocols and procedures as established by the EMS Medical Director and as approved by the Leon County Emergency Medical and Transport Services Advisory Council.

#### **SECTION 403. COMMUNICATIONS EQUIPMENT**

The Contractor shall provide, at its sole expense, hardware and software upgrades to the Leon County's Emergency Management Division of the Leon County Sheriff's Department as directed by the EMS Coordinator. The Contractor will be given a six-month notice of all required upgrades.

The Contractor shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies as prescribed by the Department of Health, Bureau of Emergency Medical Services, pursuant to the State of Florida communications plan.

#### **SECTION 404. AVAILABLE AMBULANCES**

Contractor shall maintain ambulance availability as per Chapter 8, Article III, Leon County Code of Laws.

#### **SECTION 405. PERSONNEL**

The parties understand that the EMS System requires professional and courteous conduct at all times from Contractor's field personnel, communications personnel, middle management,

and top executives. The Contractor shall employ highly trained paramedics, EMTs, and support staff to provide patient care and to operate Contractors vehicles and equipment. Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient.

The Contractor shall utilize reasonable work schedules, shift assignments, and provide working conditions that assists in attracting and retaining highly qualified personnel.

The Contractor shall utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent which might impair judgment or motor skills.

The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and communications center personnel.

## **ARTICLE V COUNTY'S DUTIES AND RESPONSIBILITIES**

### **SECTION 501. GENERAL DUTIES**

Beginning on October 1, 2003 and continuing for the term of the agreement, the County shall pay to Contractor \$133,000 per month for the provision of Emergency Medical and Transport Services to the citizens of Leon County and for a \$500.00 bonus for Tallahassee Memorial HealthCare, Inc.'s EMS employees with sustained EMS employment during the period of this agreement.

The County shall monitor Contractor's response time performance. During the reporting period, the Contractor shall provide the Contractor's response time performance to the EMS Coordinator. The report shall be in an agreed upon frequency and format.

## **ARTICLE VI INSURANCE AND INDEMNIFICATION**

### **SECTION 601. MINIMUM INSURANCE REQUIREMENTS**

Leon County will require a hold harmless agreement from the Contractor covering personal injury, property damage, professional and/or medical liability responsibility claims that result from performance of this contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance; Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- C. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.
- D. Professional Liability and Medical Malpractice insurance, including errors and

omissions, for all services provided under the terms of this agreement with minimum limits One Million and 00/100 (\$1,000,000) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4) year period.

E. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. Other Insurance Provisions; The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers.

Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- G. Acceptability of Insurers; Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

H. Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Leon County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

**SECTION 602. INDEMNIFICATION**

The Contractor agrees to defend, indemnify and hold harmless Leon County, its officers,

agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, subcontractors or agent in providing emergency services for the County.

It is not the intention of the parties that the Contractor shall indemnify the County against the County's own negligence or the negligence of the County's employees, officers, volunteers or agents. If any County employee, officer, volunteer or agent damages any of the Contractor's property, the County will be responsible for repair or replacement of the property. If a Contractor's employee, officer or agent damages any County property, the Contractor will be responsible for repair or replacement of the property.

## **ARTICLE VIII COUNTY'S RIGHT TO TERMINATE AGREEMENT**

### **SECTION 701. County's Right to Terminate**

County reserves the right to terminate this agreement at any time that County determines that County shall commence to provide ground Advanced Life Support (ALS) Emergency Medical and Transport Services to the Citizens of Leon County. County shall provide Contractor fifteen (15) days notice of County's intent to commence ALS Emergency Medical and Transport Services.

### **SECTION 701. COUNTY'S RIGHTS - CUMULATIVE; SURVIVAL**

The County's rights and remedies as provided in this Agreement are cumulative, except as otherwise expressly provided by the Agreement, and shall survive the termination of the Agreement.

## **ARTICLE IX CONTRACTOR'S RIGHT TO TERMINATE AGREEMENT**

### **SECTION 801. TERMINATION FOR CAUSE**

The Contractor may, subject to the Agreement, terminate the Agreement upon the occurrence of any one or more of the following acts, omissions, events or conditions:

- A. The County's failure for more than thirty (30) days to make payments which are and payable to the Contractor as provided by the Agreement; or
- B. Any other material breach of the Agreement by the County.

### **SECTION 802. CONTRACTOR'S RIGHTS - CUMULATIVE; SURVIVAL**

The Contractor's rights and remedies as provided in this Agreement are cumulative, except as otherwise expressly provided by the Agreement, and shall survive the termination of the Agreement.

## **ARTICLE XII MISCELLANEOUS**

### **SECTION 901. DISPUTE RESOLUTION FORUM**

Any dispute of this Agreement which is not resolved informally by the County and the Contractor, or under the terms of the Agreement, shall be pursued further, if at all, only in the Circuit Courts located in Tallahassee, Florida.

### **SECTION 902. SEVERABILITY**

If any term or provision of the Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable to any extent, the remainder of the Agreement, and the application of such term or provision to parties and circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be effected thereby; and each term or provision of the Agreement shall be valid and enforceable to the fullest extent

permitted by law.

### **SECTION 903. THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the Contractor and the County and is not intended to confer any right or benefit on any other party whatsoever. No third party shall have any right or claim whatsoever based on this Agreement.

### **SECTION 904. ASSIGNMENT**

The County may, after written notice to the Contractor, assign all or part of its rights and benefits and delegate its obligations under the Agreement to any successor form of government with authority to act as the local government for the current geographic and political boundaries of the County. The Contractor shall not assign any rights nor delegate any obligations required by this Agreement to any party, except with the express written approval of the County.

### **SECTION 905. NON-WAIVER**

No payment, acceptance of payment or other act or failure to act by the County or the Contractor shall be considered to be an acceptance of default or defective performance, nor a waiver under the Agreement or the law, unless such acceptance or waiver is expressed in a written notice.

### **SECTION 906. NON-DISCRIMINATION IN EMPLOYMENT**

Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to age, race, color, religion, sex or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Contractor will post



in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### **SECTION 907. ENTIRE AND COMPLETE AGREEMENT**

This Agreement and all Appendices hereto, constitute the entire and complete agreement of the parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the parties with the same formality as this Agreement.

#### **SECTION 908. GOVERNING LAW**

The Agreement shall be interpreted, construed and governed according to the laws of the State of Florida and Leon County.

#### **SECTION 909. NOTICES**

All notices, consents and agreements required or permitted by this Agreement shall be in writing, and as applicable, shall be delivered by registered or certified mail, with notice to be given upon receipt, and shall be addressed as follows:

County: Leon County Administrator  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

Contractor:

**IN WITNESS WHEREOF** the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this \_\_\_\_ day of \_\_\_\_\_ 2003.

**LEON COUNTY FLORIDA**

By: \_\_\_\_\_  
**Tony Grippa, Chairman**  
**Board of County Commissioners**

BY: \_\_\_\_\_  
**President**  
**Tallahassee Memorial**  
**HealthCare, Inc.**

**ATTEST:**  
**Bob Inzer, CLERK OF COURT**  
**LEON COUNTY FLORIDA**  
By: \_\_\_\_\_

(Seal)  
**APPROVED AS TO FORM**  
**Office of the County Attorney**

\_\_\_\_\_  
**Herbert W. A. Thiele, Esq.**  
**County Attorney**